

2024 0505

AFTER RECORDING RETURN TO:

Huffaker & Harris, LLP
1540 Avenue J
Tahoka, TX 79373
Attn: W. Calloway Huffaker

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

April 16, 2024 (the "*Effective Date*")

Notice is hereby given that a public nonjudicial foreclosure sale (the "*Foreclosure*"), at auction, of the Mortgaged Property (defined below) will be held at the date, time and place specified in this notice.

DATE OF SALE: Tuesday, May 7, 2024 (the first [1st] Tuesday of that month).

TIME OF SALE: The earliest time at which the Foreclosure will occur is 10:00 a.m. The Foreclosure shall begin at that time or not later than three (3) hours after that time.

PLACE OF SALE: The Foreclosure will take place on the front steps of the Lynn County Courthouse, 1501 S. 1st Street, Tahoka, TX 79373, or as otherwise designated by the Lynn County, Texas Commissioner's Court.

INDEBTEDNESS PROMPTING SALE: \$500,000.00 promissory note dated November 17, 2008 (as modified, increased, and extended, the "Note"), from Woody Lesikar, Trustee of the Woody K. Lesikar Special Trust ("Borrower"), to West Houston Airport Corporation ("Beneficiary").

DEED OF TRUST CREATING LIEN THAT IS THE SUBJECT OF SALE: Deed of Trust securing the payment of the indebtedness evidenced by the Note (the "*Loan*") dated November 17, 2008 (the "*Deed of Trust*") granted by Borrower for the benefit of Beneficiary, covering the Mortgaged Property, which Deed of Trust was filed for record and recorded in the Official Public Records in Lynn County, Texas in Volume 384, Page 938 (or Instrument Number 2008-1399).

PROPERTY BEING SOLD: The property located in Lynn County, Texas, as described in the Deed of Trust and on Exhibit A attached hereto (the "*Mortgaged Property*").

SUBSTITUTE TRUSTEE: On April 12, 2024, W. Calloway Huffaker and J. Hunter Harris, were each appointed as a substitute trustee.

SUBSTITUTE TRUSTEE'S ADDRESS: 1540 Avenue J, Tahoka, TX 79373.

Pursuant to the terms and provisions contained within the Note, the Deed of Trust, and other applicable loan documents, the Loan has matured according to its terms and is in default, all appropriate notices have been provided and all cure periods have expired. Accordingly, therefore, all of the unpaid balance of (i) principal balances due under the Note, (ii) accrued interest due under the Note, and (iii) all other amounts provided for under the Note, are due and payable in full.

Beneficiary has requested that the undersigned or H. Hunter Harris, in either case as Substitute Trustee under the Deed of Trust, sell the Mortgaged Property for cash (except Beneficiary may bid credit against the indebtedness due and owing), the proceeds of such nonjudicial foreclosure sale to be applied in accordance with the provisions of the Deed of Trust.

A true and correct copy of the notice of default and election to sell to be given to Borrower is attached hereto as Exhibit B.

Therefore, at the date, time and place set forth above, Substitute Trustee (or any subsequently appointed substitute trustee) will sell the Mortgaged Property to the highest bidder for cash pursuant to the terms of the Deed of Trust and applicable law.

IN WITNESS WHEREOF, this Notice of Substitute Trustee's Sale has been executed to be effective on the Effective Date.

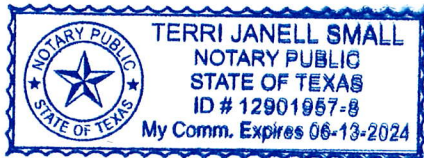
By: W. Calloway Huffaker
W. Calloway Huffaker, Substitute Trustee

STATE OF TEXAS §
 §
COUNTY OF LYNN §

This instrument was acknowledged before me on April 15, 2024, by W. Calloway Huffaker, as Substitute Trustee, in the capacity herein stated.

(Seal)

Terri Janell Small
Notary Public, State of Texas



Printed Name: Terri Janell Small

My Commission Expires: 06-13-24

EXHIBIT A

Mortgaged Property

160 acres of land, more or less, being the Northwest quarter (NW/4) of Section Fifteen (15), in Block O, Patented to Charles M. Thornburgh by Patent No. 158, Vol. 39, H.& O.B.R.R. Company, Original Grantee, Certificate No. 66, Lynn County, Texas, and being the same land described in Deed from W. McCarty Moore and wife, Evelyn Moore, to Miss Anna Paschal, dated November 6, 1924, and recorded in Volume 34, Page 494, Deed Records of Lynn County, Texas; said property being the same property conveyed by Ella Simek as Independent Executrix of the Estate of Ann Pecal, deceased, in Deed dated August 1, 1986, and recorded in Volume 283, Page 748, of the Deed Records of Lynn County, Texas.

EXHIBIT B

Notice of Default and Election to Sell

[ATTACHED]

April 16, 2024

Via Certified Mail and Return Receipt Requested

Woody K. Lesikar Special Trust
Attn: Woody Lesikar, Trustee
P.O. Box 941789
Houston, Texas 77094

Re: \$500,000.00 promissory note dated November 17, 2008 (as modified, increased, and extended, the "Note"), from Woody Lesikar, Trustee of the Woody K. Lesikar Special Trust ("Borrower"), to West Houston Airport Corporation ("Beneficiary"), which indebtedness is secured by a Deed of Trust dated November 17, 2008 granted by for the benefit of Beneficiary, covering the Mortgaged Property (defined below), which Deed of Trust was filed for record and recorded in the Official Public Records in Lynn County, Texas in Volume 384, Page 938 (or Instrument Number 2008-1399) – **NOTICE OF DEFAULT AND ELECTION TO SELL**

Dear Mr. Lesikar:

This firm represents West Houston Airport Corporation ("Lender"). As you have previously been advised, the indebtedness under the above-referenced Note (collectively, the "Indebtedness") has matured and the Note is in default. You are receiving this notice because Borrower is obligated for the Indebtedness. Beneficiary has appointed W. Calloway Huffaker and J. Harris Hunter, each as a substitute trustee, and directed them to foreclose on all of the Property, as such term is defined in the Deed of Trust, unless payment in full of the described Indebtedness is made prior to the foreclosure date. A copy of the Notice of Substitute Trustee's Sale is enclosed with this letter. Please note that such foreclosure will begin no earlier than 10:00 a.m. and no later than three (3) hours after that time on the first Tuesday of the next month, same being May 7, 2024, on the front steps of the Lynn County Courthouse, 1501 S. 1st Street, Tahoka, TX 79373, in the area designated or described in the enclosed Notice of Substitute Trustee's Sale.

If any debtor who is obligated to pay all or any portion of the Indebtedness has filed a petition for relief under Title 11 of the United States Code (the "Bankruptcy Code"), or has had a petition filed against him or her pursuant to the Bankruptcy Code, and any such petition has not been dismissed, then as to any such debtor, this letter is not intended as an act to collect, assess or recover a claim against such debtor, and any claims asserted against such debtor by Beneficiary

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on account of the Indebtedness will be properly asserted in such debtor's bankruptcy proceedings in accordance with the Bankruptcy Code.

Beneficiary does not intend to waive, and nothing contained herein shall be construed as a waiver of, any of the rights and remedies of Beneficiary under the loan documents relating to the Indebtedness, or under applicable law. In addition, all of Beneficiary's claims and demands regarding the Indebtedness, whenever made, and whether for principal, interest or otherwise, are intended to comply in all respects, both independently and collectively, with applicable usury laws, and are accordingly limited so that applicable usury laws are not violated.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

If you have any questions, please contact the undersigned.

Best Regards,



Richard A. Crow
Of Counsel

Enclosure

cc: Shelly deZevallos, President, West Houston Airport Corporation (via email)

FILED FOR RECORD
KAREN STRICKLAND - COUNTY CLERK
LYNN COUNTY, TEXAS

INST NO:2024-0505

FILED ON: APRIL 15, 2024 AT 4:08pm
THE INSTRUMENT CONTAINED 7 PAGES AT FILING
Filed by: Julia Charo Deputy Clerk

THE STATE OF TEXAS
COUNTY OF LYNN



I, Karen Strickland, Clerk County Court in and for said county hereby do certify that the foregoing instrument was filed for record in my office on the 15th day of April 2024 at 4:08 PM and duly recorded on that date, in the Official Public Records of said county.

Instrument # 2024-0505, 7 Pages

Karen Strickland

Karen Strickland, County Clerk

DO NOT DESTROY

WARNING-THIS IS PART OF THE OFFICIAL RECORD

Return:

HUFFAKER & HARRIS LLP
PO BOX 968
TAHOKA, TEXAS 79373